

*cut to size*

In the United States  
Circuit Court of Appeals  
For the Ninth Circuit. *8*

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IN-A-FLOOR SAFE CO., LTD., a corporation,  
Appellant,

vs.

DIEBOLD SAFE & LOCK COMPANY, a corporation,  
Appellee.

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Transcript of Record.

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Upon Appeal from the District Court of the United States for the  
Southern District of California, Central Division.

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FILED

MAY 29 1936

PAUL P. O'BRIEN,  
CLERK



No.

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**In the United States  
Circuit Court of Appeals  
For the Ninth Circuit.**

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Appellant,

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original record are printed literally in italics; and, likewise, cancelled matter appearing in the original record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italics the two words between which the omission seems to occur.]

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**Names and Addresses of Solicitors.**

For Appellant:

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For Appellee:

LYON & LYON, Esqs.,  
811 West Seventh Street,  
Los Angeles, California.

IN THE UNITED STATES CIRCUIT COURT OF  
APPEALS FOR THE NINTH CIRCUIT

\* \* \* \* \*

DIEBOLD SAFE & LOCK )	
COMPANY, a corporation, )	
	)
Plaintiff, )	
vs. )	IN EQUITY NO. 478-C
	)
IN-A-FLOOR SAFE CO., )	
LTD., a corporation, )	
	)
Defendant. )	

CITATION ON APPEAL

United States of America—ss:

THE PRESIDENT OF THE UNITED STATES OF  
AMERICA

to DIEBOLD SAFE & LOCK COMPANY, a corpora-  
tion; GREETING:

YOU ARE HEREBY CITED AND ADMON-  
ISHED to be and appear in the United States Circuit  
Court of Appeals for the Ninth Circuit in the City of  
San Francisco, California, thirty (30) days from and  
after the date this citation bears, pursuant to Order allow-  
ing Appeal filed in the Clerk's Office of the District Court  
of the United States for the Southern District of Cali-  
fornia, Central Division, wherein In-a-Floor Safe Co.,



Ltd., a corporation, is defendant and you are plaintiff, to show cause, if any there be, why the Order rendered against the said Appellant as in said Order allowing Appeal mentioned, should not be corrected and why speedy justice should not be done the parties in that behalf.

WITNESS the Honorable Wm. P. James, Judge of the District Court of the United States, for the Southern District of California, this 9 day of April A. D. 1936.

Wm. P. James

Judge of the District Court of the United States, for the Southern District of California.

Received a copy of the foregoing citation this 9 day of April, 1936.

DIEBOLD SAFE & LOCK COMPANY

By Lyon & Lyon

Its Attorneys.

[Endorsed]: Filed Apr 9-1936 R. S. Zimmerman,  
Clerk By Robert P. Simpson, Deputy Clerk.

IN THE DISTRICT COURT OF THE UNITED  
STATES SOUTHERN DISTRICT OF  
CALIFORNIA CENTRAL  
DIVISION

DIEBOLD SAFE & LOCK )		
COMPANY, a corporation, )		
)		
Plaintiff, )		Equity No. 478-C
vs. )		
)		U. S. Letters Patent
IN-A-FLOOR SAFE CO., )		No. 1,965,296.
LTD., a corporation, )		
)		
Defendant. )		

TO THE JUDGES OF SAID COURT, IN CHAN-  
CERY SITTING:

Plaintiff, Diebold Safe & Lock Company, brings this its Bill of Complaint against defendant, In-A-Floor Safe Co., Ltd., and alleges:

I.

Plaintiff is a corporation organized and existing under the laws of the State of Ohio, having a place of business in Canton, Ohio, and is a citizen and inhabitant of said State of Ohio. Defendant is a corporation duly organized and existing under the laws of the State of California, having its principal place of business in the city of Los Angeles, California, and is committing acts of infringement of plaintiff's above-mentioned patent in Los Angeles,

California, in the district and division aforesaid, and elsewhere.

## II.

This suit is based upon Letters Patent of the United States No. 1,965,296 granted to plaintiff July 3, 1934, upon an application of William C. Miller filed in the United States Patent Office January 28, 1931, and the suit is brought under the patent laws of the United States.

## III.

Prior to January 28, 1931, William C. Miller, a citizen of the United States residing in Canton, Ohio, was the first, original and sole inventor of a safe, or money-chest, and, on the date mentioned, he applied to the Commissioner of Patents in due form of law for United States Letters Patent thereon, which application was, by instrument in writing, executed by said William C. Miller and duly recorded in the United States Patent Office, assigned and transferred unto plaintiff, Diebold Safe & Lock Company; and such proceedings were had in the Patent Office on said application that on July 3, 1934, said Letters Patent 1,965,296 were issued to said Diebold Safe & Lock Company, in the name of the United States of America, in full compliance with the statutes in such case made and provided, whereby said Diebold Safe & Lock Company, its successors and assigns, was granted the exclusive right to make, use and vend said invention for seventeen years from the date of issuance of said patent throughout the

United States and the territories thereof. Said invention was new, useful, not known or used by others in this country before the invention thereof by said William C. Miller, not patented or described in any printed publication anywhere prior to the date of said invention, or more than two years before the filing of said application; not in public use or on sale for more than two years before the filing of said application, not patented in any foreign country by said William C. Miller or his legal representatives or assigns on an application filed more than one year before the filing of the application in this country, and not abandoned.

#### IV.

The money-chest set forth and claimed in said Miller patent constitutes a distinct advance in the art to which it pertains, and has been manufactured and marketed in large quantities in the United States by plaintiff. The invention has met with large demand by the public, and the public and manufacturing trade generally have recognized said Miller patent as a valid patent and acquiesced in the exclusive rights of plaintiff thereunder.

#### V.

Plaintiff is still the owner of said patent, never having parted with any interest therein or thereunder; and plaintiff is now entitled to sue for and recover for its own use all damages and profits arising out of or occasioned by infringement of said Letters Patent.

## VI.

Since the grant of said Miller Patent 1,965,296, defendant has infringed said patent by making, using and selling, in the district and division aforesaid and elsewhere, safes embodying the invention disclosed in said patent and covered by the claims thereof. Defendant threatens to continue said infringement.

## VII.

Plaintiff has marked the safes of its manufacture, covered by said Miller patent, with the patent number, in accordance with the provisions of the statutes; also, plaintiff has given to defendant actual notice of the infringement by defendant of said patent and warned the defendant to desist from such infringement, but defendant continues to infringe said patent.

## VIII.

Plaintiff has been injured by and suffered damage as a result of the infringement aforesaid, which infringement was premeditated, wilful, and in defiance of plaintiff's rights; and defendant has made gains and profits therefrom, the extent whereof is unknown to plaintiff.

Plaintiff prays that:

- (1) Defendant, its agents and employees, be enjoined from further infringement of said patent;
- (2) Defendant account and pay to the plaintiff defendant's profits and plaintiff's damages resulting from

said infringement and a sum in excess thereof not exceeding three times the actual damages and profits:

(3) Defendant answer this bill, but not under oath (answer under oath being expressly waived);

(4) Plaintiff have such other and further relief as is proper;

(5) That a subpoena ad respondendum and writs of injunction, both pendente lite and perpetual, issue, directed to said In-A-Floor Safe Co., Ltd.

DIEBOLD SAFE & LOCK COMPANY

By Dyrenforth, Lee, Chritton & Wiles

Per J. H. Lee

Its Solicitors

2800 Board of Trade Bldg.,  
Chicago, Illinois.

Of Counsel:

John H. Lee

Lyon & Lyon

Frederick S. Lyon

National City Bank Bldg.,

Los Angeles, California.

[Endorsed]: Filed Dec. 18, 1934 R. S. Zimmerman,  
Clerk By L. Wayne Thomas, Deputy Clerk.

HAZARD & MILLER  
CENTRAL BUILDING  
CORNER SIXTH AND MAIN STS.  
LOS ANGELES

**FILED**

MAY 12 1936

R. S. ZIMMERMAN, Clerk

By -----  
*Deputy Clerk*



July 3, 1934.

W. C. MILLER

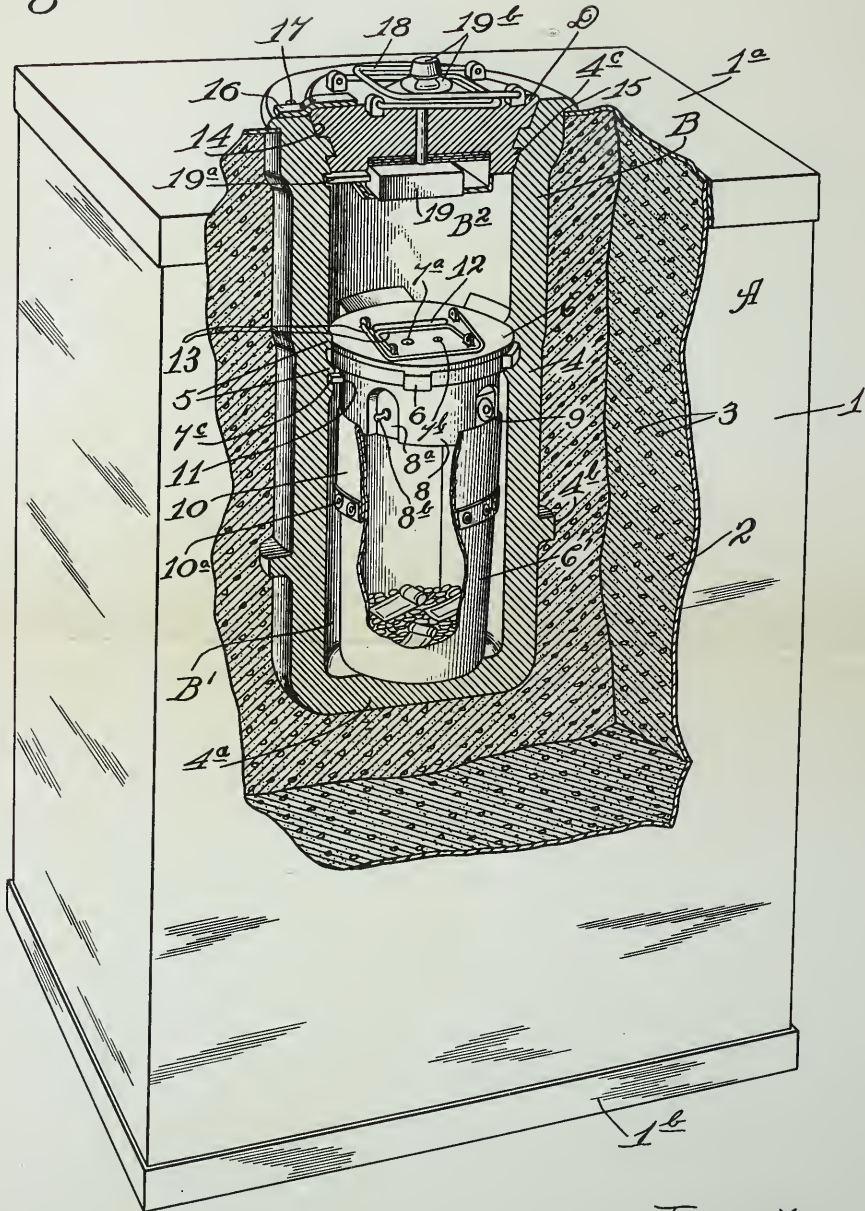
1,965,296

MONEY CHEST

Filed Jan. 28, 1931

3 Sheets-Sheet 1

*Fig. 1.*



*Inventor.*  
*William C. Miller.*  
*By Dyunforth, Lee, Christen, & Wiles.*  
*Attys.*





July 3, 1934.

W. C. MILLER

1,965,296

MONEY CHEST

Filed Jan. 28, 1931

3 Sheets-Sheet 2

Fig. 2.

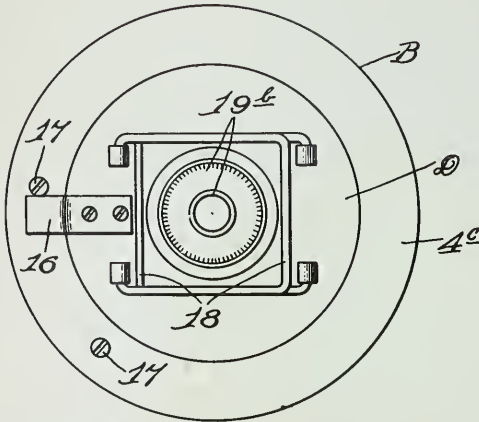


Fig. 3.

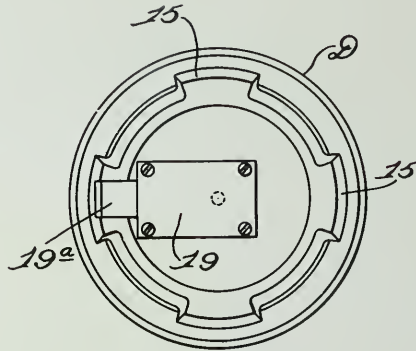


Fig. 4.

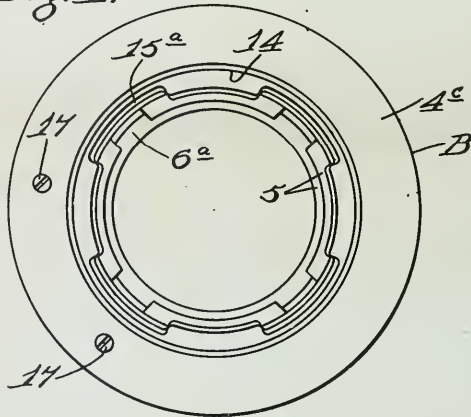


Fig. 5.

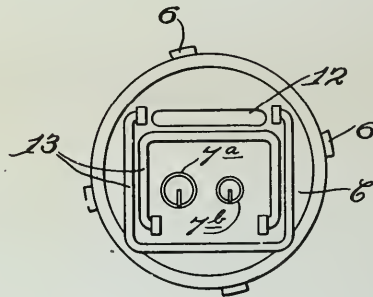


Fig. 6.

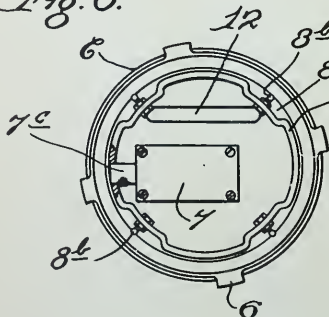


Fig. 7.

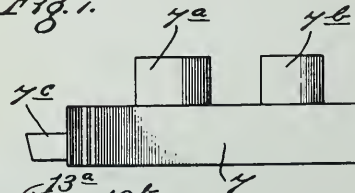
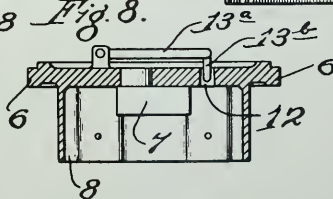


Fig. 8.



Inventor.  
William C. Miller.  
By *Dunsmuir, Lee, & Hilton, Attys.*



MONEY CHEST

Filed Jan. 28, 1931

3 Sheets-Sheet 3

Fig. 10.

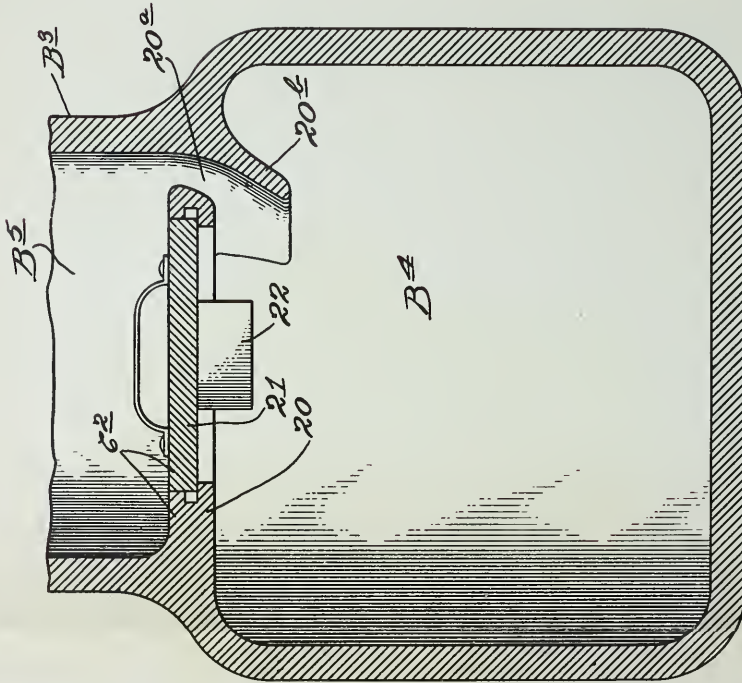
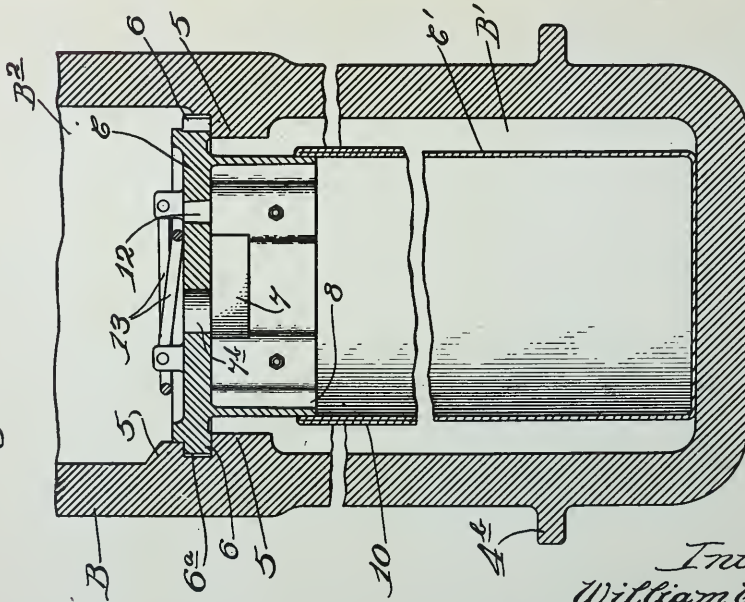


Fig. 9.



Inventor.  
William C. Miller.  
By Dyunforth, Lee, Shritton, & Wills.  
Attys.



# UNITED STATES PATENT OFFICE

1,965,296

## MONEY CHEST

William C. Miller, Canton, Ohio, assignor to The Diebold Safe & Lock Company, Canton, Ohio, a corporation of Ohio

Application January 28, 1931, Serial No. 511,893

11 Claims. (Cl. 109—1)

This invention relates particularly to chests adapted to safeguard the daily receipts of unit establishments, such as chain stores, gasoline filling stations, and the like.

5 The primary object is to provide a structure which is adapted to give protection to the change-cash which is required in operating a store, for example, and to give double protection to the bulk of the receipts, until they can be collected  
10 and taken to a depository, or bank.

The invention comprises a safe-like structure which is provided with an inner compartment adapted to receive the bulk of the funds on hand, and an outer compartment disposed above the  
15 closure of the inner compartment and adapted to hold such funds as may be needed for trading purposes during the day.

The closure of the inner compartment preferably is equipped with a dual-control lock, and  
20 the closure of the upper or outer compartment is secured, either by a combination lock, or by a dual-control lock, as desired.

A money-passageway is provided between the upper chamber and the lower chamber, through  
25 which money not needed for transacting the business of the store may be deposited within the lower chamber. Thus, a moderate amount of change-cash, \$25.00 to \$50.00, may be kept within the upper cash chamber, and excess funds above  
30 the required amount may be deposited in the lower cash-chamber.

The invention is illustrated in a preferred embodiment in the accompanying drawings in which—

35 Figure 1 is a broken perspective view of a money chest embodying the invention, the structure being shown with the walls of the anchor-block partly broken away and the chest, proper, shown in section; Fig. 2, a plan view of the money chest, separate from the anchor-block; Fig. 3, an inner  
40 view of the upper closure; Fig. 4, a plan view of the money chest, proper, with closures removed; Fig. 5, a plan view of the inner closure; Fig. 6, a bottom plan view of the inner closure; Fig. 7,  
45 an enlarged elevational view of the lock with which the inner closure is equipped; Fig. 8, a sectional view showing a slight modification of the inner closure; Fig. 9, a broken vertical sectional  
50 view, on an enlarged scale, of the money chest, proper; and Fig. 10, a similar sectional view showing a modification of the money chest, proper.

In the illustration given, A designates a thick walled anchor-block; and B, a vertically disposed money-chest imbedded and anchored in the  
55 block A.

The block A preferably comprises a metal shell 1 filled with concrete 2 which may contain steel reinforcement 3.

The money chest B preferably comprises a cast-steel cylindrical casing 4 having an integrally  
60 formed bottom 4<sup>a</sup> and having an external anchoring flange 4<sup>b</sup>.

The chest or container B depends through a large opening in the top 1<sup>a</sup> of the external shell, and is provided at its upper end with an external  
65 flange 4<sup>c</sup> which overlaps the metal at the margin of the opening.

It will be understood that the container B may be placed in position, and the concrete may then be poured in the outer shell to firmly embed the  
70 container in the concrete. This may be done by inverting the shell 1 and pouring in the concrete before the bottom 1<sup>b</sup> of the shell is applied; or, if desired, a hole may be left in the bottom, through which the concrete may be poured. 75

The container B preferably is of cylindrical form. It is fitted with an inner closure C, and with an outer closure D, the outer closure being somewhat larger in diameter than the inner closure, so that the inner closure can be inserted and removed through the orifice at the upper end of the container, assuming the outer closure to be removed.

The inner closure preferably is fitted with a detachable bag C'. 85

As shown most clearly in Fig. 9, the closure C preferably is in the form of a heavy disc of metal, which may be cast steel, and is supported on an internal annular flange, or shoulder, 5. The member C is provided at its circumferential edge with integral locking lugs 6 which are adapted to engage bayonet-slots 6<sup>a</sup> with which the flange 5 is provided. The closure is lowered to its seat, the lugs 6 enter the bayonet slots, and the closure is then rotated to bring the lugs under the  
90 shoulders of the bayonet slots. The closure is equipped at its lower side with a dual-control lock 7 which is fitted (Fig. 7) with key barrels 7<sup>a</sup> and 7<sup>b</sup> which extend through perforations with which the closure is provided. The lock is also provided with a bolt 7<sup>c</sup> adapted to be controlled by two different keys insertable through the key barrels 7<sup>a</sup> and 7<sup>b</sup>. Any suitable dual-control lock may be employed; or, if preferred, a combination lock may be employed in connection with the  
100 inner closure. 105

The interior of the container B is divided by the partition wall which is composed of the annular shoulder 5 and the inner closure C into a lower surplus-cash chamber B' and an upper  
110



change-cash chamber B<sup>2</sup>. The inner closure is within easy hand-reach through the upper compartment, so that change-cash in the upper compartment is within easy reach, and the inner closure and attached money-bag likewise are readily removable by grasping with the hand the handle with which the inner closure is equipped.

Where, as in the preferred construction, the inner closure C is equipped with a money-bag C', the closure preferably is provided with an integrally formed depending cylindrical flange 8, with which the bag is detachably connected.

In the illustration given, the outer wall of the depending flange 8 is provided with recesses 8<sup>a</sup> in which are located studs or buttons 8<sup>b</sup>, which are securely fastened to the flange at the reduced portions thereof.

The bag C' which preferably is of heavy canvas, or leather, is equipped at its inner side, some distance from its open end, with tabs, or straps, which are provided with eyelets 9, which are adapted to snap over the buttons 8<sup>b</sup>. The upper end portion of the bag, designated 10, is turned downwardly over the outer side of the bag, and is provided at its free margin with eyelets 10<sup>a</sup>. A cord, or chain, (not shown) may be threaded through the eyelets 10<sup>a</sup> and a seal applied when the collector calls to collect the surplus cash.

The bolt 7<sup>c</sup> of the lock is adapted to be projected through a perforation 11 in the flange 8 and to enter a recess in the flange 5 of the solid wall of the container B, as shown in Fig. 1.

The closure C is provided with a money-slot 12 which extends from the upper cash-chamber B<sup>2</sup> through the closure, so that money can be deposited in the lower cash-chamber B', or in the bag C', if used.

Also, the closure C is equipped with pivotally connected U-shaped handles 13 which may be used to turn the closure (after it is unlocked) and effect removal of the closure from the container B. When the bag C' is used, it is, of course, lifted out of the container in the operation of removing the closure C from the container.

In the modification shown in Fig. 8, a single handle, designated 13<sup>a</sup>, is connected to the upper surface of the closure C. The arms of the handle are pivotally connected to lugs with which the closure is equipped, and have extensions which provide shoulders which limit the upward swing of the handle, and serve to balance the device when the closure is to be withdrawn. The web portion of the handle is equipped with a pusher, or plunger, 13<sup>b</sup>, which is adapted to extend through the money-slot 12, when the handle is lowered to a position parallel with the upper surface of the closure. This device may be used as a pusher to force currency through the slot.

If desired, suitable baffles (not shown) may be employed in connection with the money-slot to prevent the possibility of withdrawing money after it has been once inserted.

As will be understood from Figs. 1-4, the upper closure D preferably comprises a heavy disk of steel which is removably mounted in a frusto-conical seat 14 which is provided at the mouth of the container B.

The closure D may, for example, consist of 5-ply drill-proof chrome steel plate. As shown, the closure is equipped at the inner portion of its periphery with integral lugs 15 which are adapted to engage bayonet-slots 15<sup>a</sup> with which the door seat 14 is provided. The closure may be placed in the seat 14 with the lugs 15 entered in the slots

15<sup>a</sup>, and may then be rotated to bring the lugs beneath the shoulders of the bayonet-slots. The closure has secured thereto a bar or stop 16, which is adapted to engage either one of a pair of spaced studs 17 which project upwardly from the flange 4<sup>c</sup> of the container. These members may be used to limit rotation after the lugs 15 have entered the bayonet-slots 15<sup>a</sup>; or, if desired, one of the studs may be so set as to serve as a guide to indicate the proper position of the closure when it is to be placed in or removed from its seat.

The closure D is equipped at its outer side with pivoted U-shaped handles 18; and it is equipped at its inner side with a lock 19 provided with a bolt 19<sup>a</sup> which engages a recess in a wall of the container B.

While the lock may be of any suitable construction, it is shown conventionally as a combination lock, or dial lock, the knob and dial being indicated at 19<sup>b</sup>.

While the improved money-chest and the anchor block in which it is embedded may be of any desired size and weight, it is preferred to make the structure heavy, strong and reasonably fire-proof. Convenient dimensions for ordinary purposes are, for illustration, an inside diameter of about 7 inches for the cylinder B, with the other parts proportioned substantially as shown. A structure of this type having an anchor block about 31"x23"x18" ordinarily will weigh in the neighborhood of twelve to fifteen hundred pounds. It is desirable that the weight of the structure as a whole shall be great enough to prevent the structure from being carried away bodily. The money-chest proper, comprising the steel casing B and the closures therefor, may, if desired, be embedded in a concrete floor, in which event the upper end of the container B will be substantially flush with the floor.

In the modification shown in Fig. 10, B<sup>3</sup> designates a steel-casting container having a lower excess-funds chamber B<sup>4</sup> and an upper change-cash chamber B<sup>5</sup>. In this instance a partition-wall C<sup>2</sup> separates the upper chamber from the lower chamber. This wall comprises an internal integral flange 20 and a removable closure 21 equipped with a lock 22. The closure 21 may be applied and secured in the same manner as is the closure C shown in Fig. 9.

The flange 20 has a money-slot 20<sup>a</sup> extending therethrough, and is provided with a protecting baffle 20<sup>b</sup>. It will be noted that in this instance the money-slot which extends through the partition-wall C<sup>2</sup> passes through that portion of the wall which constitutes the flange 20, instead of passing through the closure 21.

It is to be understood that the container B<sup>3</sup> may be embedded in a cement block, and may be equipped at its upper end with a closure similar to the closure D shown in Fig. 1.

The improved money-chest is reasonably fire-proof and capable of withstanding heavy blows, or severe usage, such as a fall, in the event of the giving away of the walls of a burning structure.

In the use of the improved deposit-safe in a chain-store system, for example, the change-fund required for operating the store may be kept in the upper compartment B<sup>2</sup>. Thus, the change-fund may be kept locked up at night. If desired, a dual-control lock may be applied to the closure D, instead of a combination lock.

Ordinarily, the lower, inner closure C, will be kept locked in position during the day, and will serve as a bottom wall for the upper chamber



B<sup>2</sup>. From time to time, during trading hours, excess funds above those required for carrying on trade, are deposited through the slot 12 into the lower compartment.

5 It may be assumed that the manager of the unit store will keep one key to the inner closure C, and that the collector will keep the other key to said closure. These keys must both be used at the same time to unlock the closure C, after  
10 which the closure may be removed from the receptacle to give access to the lower compartment B'.

If the bag C' is used, it will be lifted out of the container through the medium of the closure  
15 C when the latter is lifted out. The bag may then be sealed up and taken by the collector to the central depository and the funds checked against a deposit slip inserted by the manager of the unit store before the sealing of the bag.

20 From the description given, it will be understood that in the event of a daylight holdup, the robbers will be unable to secure more than the change-fund. That is, they cannot gain access to the inner compartment, owing to the fact that  
25 one key necessary to unlock the closure C will not be at hand.

Again, the change-fund is protected at night by the securely locked closure D; and if robbers were to attempt to secure the funds at night,  
30 they would be obliged to open both the closure D and closure C. The time required to accomplish this would be so great as to probably frustrate the effort. If desired, the inner closure C may be equipped with a dead-lock bolt (not  
35 shown) which will be "shot" in the event that robbers attempt to unlock the regular lock of the closure C. In use, the improved deposit-safe has proven to be thoroughly adapted to its purpose. It can be manufactured at such moderate  
40 cost as to enable it to be used quite generally in every situation where it is needed.

The foregoing detailed description has been given for clearness of understanding only, and no unnecessary limitations should be understood  
45 therefrom, but the appended claims should be construed as broadly as permissible, in view of the prior art.

What I regard as new, and desire to secure by Letters Patent, is:

50 1. A plural-compartment money-chest comprising: a heavy-walled container having a lower cash-compartment and an upper, superposed cash-compartment; a heavy-walled lock-equipped closure forming a top for said container;  
55 a heavy-walled lock-equipped inner closure forming a top for said lower cash-compartment disposed within reach of hand through said upper compartment and liftable by hand and withdrawable through said upper compartment,  
60 said closures being separated by a space forming said upper cash-compartment; and a money-passage forming a communication between said cash-compartments so constructed as to permit transfer of cash from the upper compartment  
65 into the lower compartment and prevent re-transfer therethrough to the upper compartment.

2. A plural-compartment money-chest as specified in claim 1, in which said container is of integral construction and is provided with an  
70 internal flange which forms a seat for said second-mentioned closure and has lugs which interlock with lugs carried by the closure when the latter is in locked position.

3. A plural-compartment money-chest as specified in claim 1, in which said money-passage

extends through said second-mentioned closure.

4. A plural-compartment money-chest as specified in claim 1, in which said container has an inner integral flange which forms a seat for said second-mentioned closure and said money-  
80 passage extends through said flange.

5. A plural-compartment money-chest comprising: an upright integral cast-metal heavy-walled container having at its upper end an outer closure-seat of given size and at a short distance  
85 below the same an inner closure-seat of smaller size; a heavy-walled lock-equipped inner closure secured in said inner closure-seat within hand-reach through the upper end of said container and dividing said container into a lower surplus-cash compartment and an upper change-cash  
90 compartment, said closures being spaced apart to provide said change-cash compartment and said inner closure being liftable by hand and withdrawable through the upper end of said container;  
95 a lock-equipped heavy-walled outer closure secured in said outer closure-seat; and a money passage leading from said change-cash compartment to said surplus-cash compartment and so constructed as to permit deposit of money  
100 through said change-cash compartment into said surplus-cash compartment and prevent withdrawal of the deposited money.

6. A plural-compartment money-chest as specified in claim 5, in which the closure-seats and the  
105 closures mentioned are equipped with interlock-lugs which are in engagement when the closures are secured in position by the locks with which they are equipped.

7. A plural-compartment money-chest comprising: a heavy-walled integral cast-metal container having a lower cash-compartment and an upper relatively shallow superposed cash-compartment; a heavy-walled lock-equipped outer  
110 closure forming a top for said container; a lock-equipped inner closure forming a top for said lower cash-compartment disposed within reach of hand through said upper compartment and liftable by hand and withdrawable through said  
115 upper compartment, said closures being separated by a substantial space to provide said second-mentioned cash-compartment and said inner closure being equipped with a handle adapted to be grasped by hand to effect such removal; and a money-passage forming a communication be-  
120 tween said cash-compartments so constructed as to permit transfer of cash from the upper compartment into the lower compartment and prevent re-transfer therethrough to the upper compartment.  
130

8. A structure as specified in claim 7, in which said inner closure is equipped at its upper surface with a handle which may be grasped by hand to effect removal of the closure and is equipped at  
135 its lower side with a depending, detachable money-bag.

9. A plural-compartment money-chest comprising: a heavy-walled integral cylindrical container having a lower cash-compartment and an upper superposed cash-compartment which is relatively shallow; a heavy-walled lock-equipped closure forming a top for said container; a lock-equipped inner closure forming a top for said lower cash-compartment which is disposed within  
140 hand-reach through said upper compartment and liftable by hand and withdrawable through said upper compartment, said closures being spaced apart a substantial distance to provide substantial depth for said upper cash-compartment; a detachable money-bag depending from said inner  
150

closure and removably attached thereto, said money-bag being equipped with means for effecting sealing thereof after detachment of the bag from the closure, and a money-passage through

hand and removable through the upper end of said container; a money-passage forming a communication between the upper and lower compartments thus provided so constructed as to permit deposit by hand of cash through the upper compartment into the lower compartment and prevent re-transfer therethrough to the upper compartment; and a heavy-walled outer closure having bayonet-lug engagement with said first-mentioned seat and equipped with a lock which serves to secure the closure in the interlocked position, said closure being spaced apart to provide substantial depth for said upper compartment.

10. In a money-chest: a heavy-walled cylindrical cast-metal container having a closed bottom wall and having an upper end which is recessed to provide an outer closure-seat, said container having also at a lower level an internal closure-seat; a lock-equipped, key-controlled inner closure fitted in said second-mentioned seat and having bayonet-lug interlock-connection therewith, said closure being equipped with a handle and disposed within hand-reach and liftable by

11. A structure as specified in claim 10, in which said inner closure is equipped with a detachable depending money-bag which is removable through the medium of the closure when the latter is withdrawn through the upper end of said container.

WILLIAM C. MILLER.

## CERTIFICATE OF CORRECTION.

Patent No. 1,965,296.

July 3, 1934.

WILLIAM C. MILLER.

It is hereby certified that error appears in the printed specification of the above numbered patent requiring correction as follows: Page 4, line 87, claim 10, for "closure" read closures; and that the said Letters Patent should be read with this correction therein that the same may conform to the record of the case in the Patent Office.

Signed and sealed this 7th day of August, A. D. 1934.

Leslie Frazer

Acting Commissioner of Patents.

(Seal)



[TITLE OF COURT AND CAUSE.]

## ANSWER

Defendant answers the bill of complaint herein as follows:

### I

Defendant is not advised concerning the incorporation or existence or citizenship of the plaintiff and leaves the plaintiff to its proofs as to such matters.

Defendant admits that it is a corporation organized and existing under the laws of the State of California and that its principal place of business is in the City of Los Angeles in the Central Division of the Southern District of California.

Defendant denies each and every other allegation contained in paragraph I.

### II.

Defendant admits all the allegations contained in paragraph II.

### III.

Defendant denies that prior to January 28, 1931, or at any other time, or at all, William C. Miller was the first, original and sole inventor, or the first, or the sole or the original inventor, or the inventor of a safe or money chest described or claimed in the applications mentioned in paragraph III.

Defendant denies that the safe or money chest claimed or described in Letters Patent 1,965,296, was invented by William C. Miller, or that it was new, or was not known or used by others in this country for more than two years

prior to January 28, 1931. Defendant denies that the safe or money chest claimed or described in Letters Patent 1,965,296, was not in public use or on sale for more than two years prior to January 28, 1931.

Defendant has no knowledge or belief as to the other allegations contained in paragraph III and therefore denies each and every other allegation contained in paragraph III and leaves plaintiff to its proofs as to such matters.

#### IV

Defendant denies that the public and manufacturing trade generally or otherwise have recognized Letters Patent 1,965,296, as a valid patent or acquiesced in any right of plaintiff therein or thereunder.

Defendant has no knowledge or belief as to the other allegations contained in paragraph IV and therefore denies each and every other allegation contained in paragraph IV and leaves plaintiff to its proofs as to such matters.

#### V.

Defendant has no knowledge or belief as to the allegations contained in paragraph V and therefore denies each and all said allegations and leaves plaintiff to its proofs as to such matters.

#### VI

Defendant denies each and every allegation of infringement or other unlawful act by it in said bill of complaint contained.

## VII

Defendant admits that plaintiff has given defendant notice of plaintiff's claims that defendant was infringing said Letters Patent 1,965,296, but denies each and every other allegation contained in paragraph VII.

## VIII

Defendant denies the allegations contained in paragraph VIII.

## IX

Defendant alleges that Letters Patent 1,965,296, were and are void and of no effect because more than two years prior to January 28, 1931 one Samuel L. Belknap, discovered, invented, manufactured and sold a safe containing among others, all the substantial and material parts described or claimed in said Letters Patent 1,965,296, and further because said safes so manufactured and sold by said Belknap were used by the purchasers thereof from said Belknap more than two years prior to January 28, 1931.

## X

Defendant denies that plaintiff has been injured by any act of defendant, and denies that plaintiff is entitled to the relief prayed for in said Bill of Complaint, or any part thereof.

Wherefore, defendant prays judgment as follows: (a) that the Bill of Complaint herein be dismissed with costs and disbursements to defendant; (b) that Letters Patent

1,965,296, are invalid; (c) that William C. Miller is not the discoverer or inventor of the safe described and claimed in said Letters Patent 1,965,296; (d) that defendant has not infringed said Letters Patent 1,965,296; (e) all other and further relief as equity may require.

IN-A-FLOOR SAFE COMPANY, LTD.,

By Samuel L. Belknap

President

Alfred E. Dennis

Solicitor for Defendant

[Endorsed]: Due service & receipt of a copy of the within Answer is hereby admitted this Seventh day of January, 1935. Lyon & Lyon, Atty for plaintiff. Filed Jan. 7, 1935 R. S. Zimmerman, Clerk By L. Wayne Thomas, Deputy Clerk.

[TITLE OF COURT AND CAUSE.]

## MOTION TO AMEND ANSWER

NOW COMES the defendant, by its attorneys, and moves to amend the Answer, as per the attached copy entitled Amended Answer and Counter Claim.

In support of this Motion, defendant asserts:

### I.

That the Answer should be amended in order to properly plead defenses available to the defendant, in accordance with Section 4920 R. S.

### II.

That the defendant should be permitted to set up a counterclaim based on the fact that the defendant is an exclusive licensee under United States Letters Patent No. 1,887,866 issued to Samuel L. Belknap, who is now President of the defendant, holding substantially all of the stock thereof, which patent pertains to safes of the general character disclosed in the plaintiff's patent in suit, and is being infringed by the plaintiff.

In support of this Motion, defendant will rely upon all of the papers and proceedings on file in this cause and upon the attached points and authorities.

\* \* \* \* \*

Alfred E. Dennis

Fred H. Miller

Attorneys for Defendant.

[TITLE OF COURT AND CAUSE.]

AMENDED ANSWER AND COUNTER CLAIM

Defendant answers the Bill of Complaint herein, as follows:

1.

Defendant is not advised concerning the incorporation, or existence, or citizenship of the plaintiff, and leaves the plaintiff to its proofs as to such matters.

Defendant admits that it is a corporation duly organized and existing under the laws of the State of California, having its principal place of business in the City of Los Angeles, California.

Defendant denies that it is committing *no* acts of infringement of plaintiff's patent either in Los Angeles, California; in the district or division aforesaid; or elsewhere.

11.

Defendant admits the jurisdiction of this Honorable Court and admits all the allegations contained in Paragraph 11.

111.

Defendant denies that prior to January 28, 1931, or at any other time, or at all, William C. Miller was the first, original and sole inventor, or the first or the sole or the original inventor, or the inventor of a Safe or Money Chest; admits that on January 28, 1931, William C. Miller applied to the Commissioner of Patents for United States Letters Patent, but denies that the application was made in due form of law; admits that William C. Miller, by an

instrument in writing, assigned and transferred unto plaintiff, Diebold Safe & Lock Company, his application; admits that on July 3, 1934, Letters Patent No. 1,965,296 were issued to Diebold Safe & Lock Company, in the name of United States of America, but denies that the same were issued in full compliance with the statutes in such cases made and provided; defendant denies that Diebold Safe & Lock Company, its successors or assigns, were granted the exclusive right to make, use and vend the alleged invention for seventeen years from the date of issuance of the alleged patent throughout the United States and the territories thereof; defendant denies that the alleged invention was new, useful, not known or used by others in this country before the alleged invention thereof by William C. Miller; denies that the alleged invention was not patented or described in any printed publication anywhere prior to the date of the alleged invention or for more than two years before the filing of the application; denies that the alleged invention was not in public use or on sale for more than two years before the filing of the application; denies that the alleged invention was not patented in any foreign country by William C. Miller, or his legal representative, or assigns, on an application filed more than one year before the filing of the application in this country, and denies that the same was not abandoned.

#### IV.

Defendant denies that the Money Chest alleged to be set forth and claimed in the alleged Miller patent constitutes a distinct advance in the art. Defendant has no knowledge of the extent to which plaintiff has manufactured and marketed the alleged money chests in the United



States, and therefore denies that the same has been manufactured and marketed in large quantities in the United States by plaintiff; defendant has no knowledge as to whether the alleged invention, as exemplified by devices manufactured and marketed by plaintiff, has met with large demand by the public and therefore denies that the alleged invention as exemplified by devices manufactured and marketed by plaintiff has met with large demand by the public; defendant denies that the public and manufacturing trade generally have recognized the alleged Miller patent as a valid patent, and denies that the public and manufacturing trade generally have acquiesced in the exclusive rights of plaintiff thereunder.

#### V.

Defendant has no knowledge as to whether plaintiff is still the owner of the alleged patent, or whether defendant has parted with any interest therein or thereunder, and therefore denies that plaintiff is still the owner of said patent, and denies that plaintiff is now entitled to sue for and recover for its own use all damages and/or profits arising out of or occasioned by infringement of the alleged Letters Patent.

#### VI.

Defendant denies that since the grant of the alleged Miller patent No. 1,965,296, or at any other time, defendant has infringed the alleged patent by making, using and/or selling in the Central Division of the Southern District of California, or elsewhere, safes embodying the alleged invention disclosed in the alleged patent and alleged to be covered by the claims thereof; defendant denies that it threatens to continue the alleged infringement.



## V11.

Defendant has no knowledge as to whether plaintiff has marked the safes of its manufacture alleged to be covered by the Miller patent with the patent number, and therefore denies that the plaintiff has so marked the safes of its manufacture; defendant admits having received notice of plaintiff's claims that defendant was infringing said Letters Patent No. 1,965,296, but denies that defendant has, or continues to infringe said Letters Patent.

## V111.

Defendant denies that plaintiff has been injured by and suffered damage as a result of any acts of the defendant; denies that any acts of the defendant alleged to be infringements were premeditated, wilful, or in defiance of plaintiff's rights; defendant denies that it has made any gains or profits from any of its acts to which plaintiff is in any wise entitled.

## IX.

As a first affirmative defense, defendant further answering upon information and belief, alleges: That the said Letters Patent and each of the claims thereof are void and of no force and effect because the alleged invention and improvements claimed therein and covered thereby, and each and every substantial and material part thereof, was long prior to any invention or discovery thereof by the said William C. Miller, described in the following printed publication: Automotive Service Management, April, 1929, pages 20 and 43, published by Trade News Publications, Inc., James H. Collins, Editor, 323 Beaux Arts Building, 1709 West 8th Street, Los Angeles, California.

## X.

As a further, separate and second affirmative defense defendant alleges upon information and belief: That prior to the alleged invention of William C. Miller, and prior to his filing of application for patent in the Patent Office of the United States, that the defendant, by its President, Samuel L. Belknap, exhibited the alleged invention to the Cashier of Coats Safe and Lock Company, of New Orleans, Louisiana, which concern was the Southern Factory Branch of the plaintiff herein, and that the defendant, by its President, Samuel L. Belknap, exhibited the invention to Mr. H. A. Noble, Vice-President and General Sales Manager for the plaintiff herein, and to E. W. Nelson of the General Sales Department of the plaintiff herein, which officers of the plaintiff, upon defendant's information and belief, communicated the disclosures by the defendant to William C. Miller, and the said William C. Miller, seeking surreptitiously to appropriate the aforesaid invention, or so much thereof as is embraced in the claims of the patent sued on, unjustly and unlawfully filed in the Patent Office in the United States an application therefor; therefore he falsely alleged himself to be the inventor thereof, and therefore he surreptitiously and unjustly obtained the patent sued on for that which was in fact invented by the said Samuel L. Belknap, who was using reasonable diligence in adopting and perfecting his said invention.

## X1.

As a further, separate and third affirmative defense, defendant avers upon information and belief: That the Letters Patent in suit are invalid and void for the reason that the patentee was not the original or first inventor

thereof, in that the same and all material and substantial parts thereof were known and in public use in the United States prior to the alleged invention by the said patentee by the following persons, to-wit: Samuel L. Belknap, of 2020 Circle Drive, Hermosa Beach, California.

X11.

As a further, separate and fourth affirmative defense, defendant avers upon information and belief: That the Letters Patent in suit are invalid and void for the reason that the patentee was not the original or first inventor thereof, in that the said alleged invention described and claimed as new in the Letters Patent in suit, or a substantial or material part thereof, was, before the alleged invention thereof by the said William C. Miller, used by Samuel L. Belknap and In-A-Wall Safe Co., such use being in Los Angeles, County of Los Angeles, State of California.

X111.

As a further, separate and fifth affirmative defense, defendant avers upon information and belief: That the Letters Patent in suit are invalid and void for the reason that the patentee was not the original or first or any inventor thereof, and that the same and all material and substantial parts thereof were invented prior to the alleged invention by the said patentee by Samuel L. Belknap, residing at 2020 Circle Drive, Hermosa Beach, California.

X1V.

As a further, separate and sixth affirmative defense, defendant alleges upon information and belief: That said Letters Patent in suit are invalid and void because the alleged invention or discovery described and claimed there-

in, and all material and substantial parts thereof, was for more than two years prior to the application for said Letters Patent in public use and on sale in the United States by the following named persons, at the places indicated, to-wit:

In-A-Wall Safe Co. 756 So. Figueroa St. Los Angeles, California. Residence, same.

Samuel L. Belknap, 756 So. Figueroa Street, Los Angeles, California. Residence, 2020 Circle Drive, Hermosa Beach, Cal.

## XV.

As a further, separate and seventh affirmative defense, defendant alleges upon information and belief: That the said Letters Patent in suit are invalid and void because, in view of the state of the prior art as known at the time of and long prior to the alleged invention or discovery of the alleged invention purported to be patented, did not constitute patentable invention but involved nothing more than the exercise of mere mechanical skill, which prior art, the defendant is ready to aver and prove, includes the use and sale by In-A-Wall Safe Co. and others of devices embodying the invention disclosed, described and claimed in United States Letters Patent No. 1,887,866, issued November 15, 1932, to Samuel L. Belknap; and the disclosures in the following printed publications:

Service Station Management, January, 1929, Inside of cover;

Service Station Management, February, 1929, Inside of cover;

Service Station Management, March, 1929, Inside of cover;

this publication being published by Trade News Publications, Inc., James H. Collins, Editor, 323 Beaux Arts Building, 1709 West 8th Street, Los Angeles, California.

WHEREFORE, defendant PRAYS:

*1.*

That insomuch as this action is founded on the Bill of Complaint herein, that the Bill of Complaint be dismissed with costs and disbursements to the defendant.

*11.*

That a decree be entered declaring Letters Patent No. 1,965,296 to be invalid and void.

*111.*

That a decree be entered declaring that United States Letters Patent No. 1,965,296 had not been infringed by the defendant.

*IV.*

For such further equitable relief as the case may require.

### COUNTER CLAIM

The defendant, counter claiming against the plaintiff, herein alleges:

*A.*

The defendant is a corporation duly organized and existing under the laws of the State of California, having its principal place of business in the City of Los Angeles, California.

*B.*

Upon information and belief, the plaintiff is a corporation organized and existing under the laws of the State

of Ohio, having its principal place of business in Canton, Ohio, and is a citizen and inhabitant of said State of Ohio, and is committing acts of infringement of defendant's patent, as hereafter set forth.

C.

This court has jurisdiction of this counter claim under the provisions, Equity Rule 30, as the same is based upon Letters Patent of the United States, No. 1,887,866, issued November 15, 1932, relating to Double Door Floor Safes, and is brought under the patent laws of the United States.

D.

Heretofore and on or before the 13th day of December, 1926, Samuel L. Belknap became and was the original, first and sole inventor of new and useful Improvements in Double Door Safes not known or used by others in this country, or patented or described in any printed publication in this or any foreign country before the invention or discovery thereof by said Samuel L. Belknap, or more than two years prior to his hereinafter mentioned application for Letters Patent therefor, and no application for any foreign Letters Patent therefor having been filed more than twelve months prior to the filing of the application for Letters Patent in this country, and which had not been in public use or on sale in the United States for more than two years prior to said Samuel L. Belknap's application for patent therefor, and which invention had not been abandoned to the public; that on said 13th day of December, 1926, Samuel L. Belknap, plaintiff herein, filed his written application, Serial No. 154,497, in the office of the Commissioner of Patents of the United States of America for the grant of Letters Patent upon



the aforesaid invention, disclosing, describing and claiming said invention in accordance with the United States Statutes made and provided; that thereafter said application was withdrawn with the intent to file a new and substitute application for the same invention, and accordingly, Samuel L. Belknap filed, on September 16, 1930, a new application, Serial No. 482,345, in the office of the Commissioner of Patents of the United States for the grant of Letters Patent upon the aforesaid invention; that Samuel L. Belknap having duly complied in all respects with the conditions and requirements of the United States Statutes in such cases made and provided, and after due examination by the Commissioner of Patents as to the novelty and utility of said invention, there were issued to the said Samuel L. Belknap under date of November 15, 1932, in due compliance with the Statutes in such cases made and provided, Letters Patent of the United States, No. 1,887, 866, whereby there was granted to Samuel L. Belknap, his heirs or assigns, for the term of seventeen years from the 15th day of November, 1932, the exclusive right to make, use and vend the said invention throughout the United States and the territories thereof, as, by the original of said Letters Patent or a duly certified copy thereof in Court to be produced, will more fully appear.

#### E.

That on or about the 4th day of August, 1930, the said Samuel L. Belknap, being the applicant in application, Serial No. 154, 497, granted unto Charles H. Seiter, of Los Angeles, California, a sole and exclusive license to use the said invention during the term of the patent to be granted thereon throughout the world, and to sell and

dispose of goods manufactured according to said invention when and as the Licensee shall think fit for his own use and benefit absolutely.

That part of said agreement provides:

“8. In case the said Letters Patent shall be infringed the patentees, shall, at their own cost, take all necessary proceedings to effectually defend the same; and in default of so doing, it shall be lawful for the licensee, in the name of the patentees and at their cost, to take all necessary proceedings for defending the same; or it shall be lawful for the licensee, by notice in writing given to the patentees or left at the usual or last place of business or residence, to determine this agreement.”

“9. The patentees shall not at any time during the continuance of this license use the said invention or any future improvements thereof, or grant any license to any other person to use the same or any such improvements.”

That the said sole and exclusive license was made assignable by the parties thereto, according to the terms thereof, profert of said exclusive license agreement being hereby made.

#### F.

That Charles H. Seiter, being then the exclusive licensee under the application, Serial No. 154,497, as aforesaid, on or about the 5th day of January, 1931, assigned all of his rights derived from the exclusive license agreement dated August 4, 1930, to In-A-Floor Safe Co., Ltd., a corporation duly organized and existing under the laws of the State of California, the defendant in this action, whereby the defendant became and now is the exclusive licensee under the application, Serial No. 154,497, for



which substitute application, Serial No. 482,345, was subsequently filed, and which matured into United States Letters Patent No. 1,887,866, and has all the rights of an exclusive licensee thereunder. Profert of the instrument executed January 5, 1931, by Charles H. Seiter or duly certified copy thereof, is hereby made.

G.

That defendant further states that by virtue of the premises aforesaid, it has become and now is the sole owner of the exclusive license in and under said Letters Patent, and all rights and privileges granted and secured thereby, and is entitled to sue as an exclusive licensee, either alone or jointly with the patentee, Samuel L. Belknap, for injunctive relief against an infringement thereof and to recover any profits and/or damages arising out of infringement of said Letters Patent; that Samuel L. Belknap has become and now is the President of the defendant, In-A-Floor Safe Co., Ltd., and is the principal stockholder thereof, and is willing to join the defendant in this counter claim, and to stand to and abide by such further order of this Court.

H.

That the invention or discovery as patented as aforesaid, was and is of great utility, and that the public has generally acquiesced in the usefulness of said improvement, and has generally acknowledged and acquiesced in the rights of the defendant and Samuel L. Belknap with respect to said invention and as to the validity of said Letters Patent; that the plaintiff herein, Diebold Safe & Lock Company, having had notice of the aforesaid Letters Patent, and well knowing the premises and rights

of the defendant herein and the said Samuel L. Belknap, and acting in conjunction with others in contriving to injure the defendant and Samuel L. Belknap in order to deprive them of the profits, benefits and advantages which might and otherwise would have been accrued to it from said invention and improvement, and without the license or permission of defendants and Samuel L. Belknap, and against their will and protest, and in violation of their rights in said Letters Patent, ever since the issue of said Letters Patent and the license thereof and the assignment thereof, as aforesaid, and prior to the commencement of this suit, and since notice, have unlawfully and wrongfully manufactured, used and sold and caused to be manufactured, used and sold, and is now manufacturing, using and selling, and causing to be manufactured, used, and sold within the United States, Double Door Safes embodying the invention set forth and claimed in said Letters Patent; that the aforesaid unlawful acts and doings of the plaintiff constitute a violation and an infringement of said Letters Patent, and defendant's exclusive right and privilege in and to the same, and said acts and doings of the plaintiff have resulted and are now resulting and will result if continued unrestrained, in manifest and irreparable injury in the rights of defendant and Samuel L. Belknap.

## I.

That since the granting of said Letters Patent, the execution of the exclusive license thereunder and the assignment thereof, defendant has complied with provisions of Section 4900 of the Revised Statutes of the United States by affixing upon the safes containing said improvement and invention as made by it the word "Pat-

ented" together with the number of the patent, and in addition thereto Samuel L. Belknap has given due and actual notice to the plaintiff of said Letters Patent and of the infringement herein complained of.

J.

That but for the infringement herein complained of, the defendant would still be in the undisturbed possession, use and enjoyment of the exclusive license under said Letters Patent, and in the receipt of large gains and profits from the same, and that the plaintiff has made and realized large profits and advantages from its said infringement, and defendant says that the use of the said invention by the plaintiff and its continuation in the same and unlawful acts in the premises and disregard and defiance of the rights of defendant and of Samuel L. Belknap, have the effect to and do encourage others to venture to infringe said several Letters Patent in disregard of defendant's rights.

WHEREFORE, the defendant PRAYS:

1.

That an Order be entered that Samuel L. Belknap be brought in as a defendant, as provided in the last paragraph of Equity Rule 30.

11.

For a Decree adjudging said Letters Patent No. 1,-887,866 are good and valid and are owned by Samuel L. Belknap, under whom defendant has a sole and exclusive license, and that said Letters Patent have been infringed by the plaintiff.

## 111.

That the plaintiff, its directors, officers, agents, workmen, employees and confederates, and each of them, may be perpetually enjoined and restrained by a Writ of Injunction, from directly or indirectly manufacturing, using or selling, or causing to be manufactured, used or sold, devices made in accordance with the invention and improvements of the aforesaid Letters Patent, and from in any wise infringing said patent or contributing to the infringement of said patent by others, and conspiring with others to so infringe said Letters Patent.

## IV.

That the plaintiff be Ordered and Decreed to deliver to the defendant all of said infringing safes which it has in its possession or under its control, or that such apparatus be destroyed, or that the same be delivered to this Honorable Court and be impounded.

## V.

That the plaintiff may be Decreed to account to the defendant and Samuel L. Belknap for all the gains, profits, and advantages realized by said plaintiff from its infringement and unlawful use and practice of the invention patented in and by said Letters Patent, and in addition to said gains, profits and advantages to be so accounted for, the damages sustained by the defendant as a result of said infringement, and that the amount of the damages for said infringement may, in view of the wilful character of the infringement, be increased to a sum

not exceeding three times the amount thereof, as provided by law.

V1.

That the plaintiff be required to reply to this counter claim, as provided in Equity Rule 31.

V11.

That the plaintiff be Decreed to pay the costs, charges and disbursements of this suit.

V111.

That the defendant may have such other and further relief in the premises as the equity of the case may require and to the Court may seem meet and just.

1X.

That a Preliminary Injunction may be granted to the defendant as against the plaintiff, to the same purport, tenor and effect as hereinbefore prayed for in regard to said Perpetual Injunction.

IN-A-FLOOR SAFE CO., LTD.

By S. L. Belknap

President.

Alfred E. Dennis

Fred H. Hiller

Counsel.





HAZARD & MILLER  
CENTRAL BUILDING  
CORNER SIXTH AND MAIN STS.  
LOS ANGELES

**FILED**

MAY 12 1936

R. S. ZIMMERMAN, Clerk

By -----  
Deputy Clerk

Nov. 15, 1932.

S. L. BELKNAP

1,887,866

DOUBLE DOOR FLOOR SAFE

Original Filed Dec. 13, 1926

2 Sheets-Sheet 1

Fig. 1.

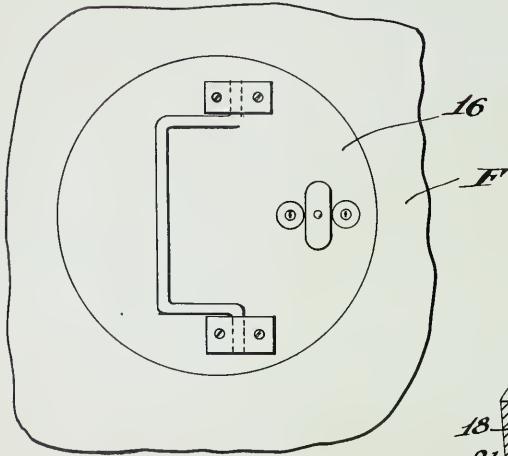


Fig. 3.

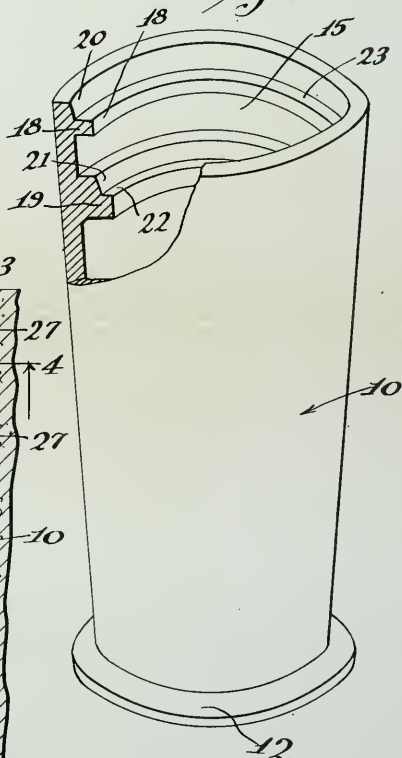
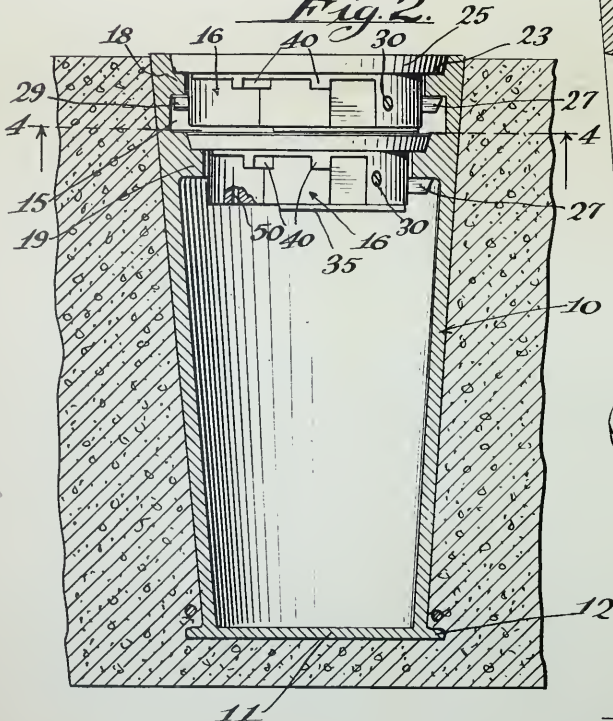


Fig. 2.

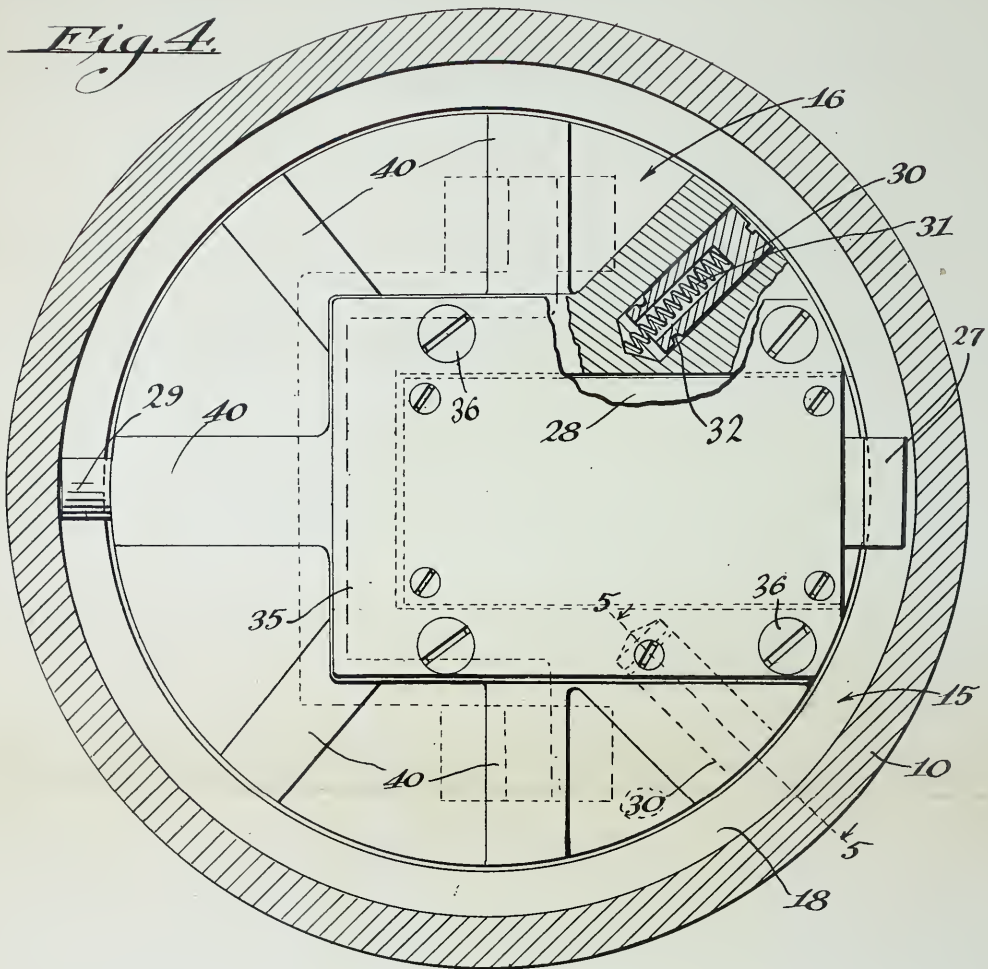


Witness:  
H. H. H.

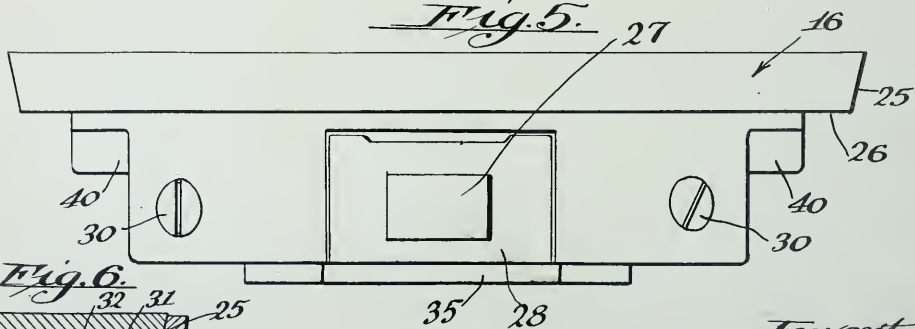
Inventor  
Samuel L. Belknap  
by Hazard and Miller  
Attorneys



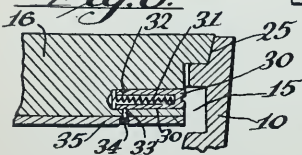
*Fig. 4.*



*Fig. 5.*



*Fig. 6.*



*Inventor*  
*Samuel L. Belknap*  
*by Hazen and Miller*  
*Attorneys*



## UNITED STATES PATENT OFFICE

SAMUEL L. BELKNAP, OF LOS ANGELES, CALIFORNIA

## DOUBLE DOOR FLOOR SAFE

Substituted for application Serial No. 154,497, filed December 13, 1926. This application filed September 16, 1930. Serial No. 482,345.

This invention relates to floor safes adapted to be embedded in a concrete floor or recesses in a wall for receiving and protecting valuables. The application may be considered as a substitute application for my prior application Serial No. 154,497, filed December 13, 1926.

An object of this invention is to provide an improved safe of extremely durable construction which is of such a nature that it can neither be removed bodily from the concrete floor or wall, as the case may be, or broken into.

Another object of the invention is to provide an improved safe having a plurality of doors which are adapted to be locked in place by different locks. By such an arrangement, wherein one person is able to unlock one door only and another person is required to unlock the second door, the presence of two persons will be required on removing articles from the safe, thus affording a protection against fraud. Such an arrangement makes the improved safe one which can be advantageously employed in chain stores, service stations, and the like.

Another object of the invention is to provide a safe having a door which is so constructed that if the door is tampered with or an attempt is made to punch the lock of the door through, that the door will become immediately and permanently locked in place.

Another object of the invention is to provide a safe having two doors arranged one behind the other, the inner door being provided with a coin slot so that on removing the outer door valuables may be deposited through the coin slot in the inner door and allowed to drop into the safe. By such an arrangement an attendant at a service station or a chain store can remove the outer door and deposit excess cash in the safe without removing the inner door. In the event that he is forced to open the outer door or is robbed while the outer door is removed, the inner door, which can be opened only by the collector, affords a barrier preventing the taking of the valuables in the safe.

Still another object of the invention is to provide a safe having one or more doors, each

of which can be rotated while in locked condition so that the ready rotation of the door effectively prevents cutting it with various implements.

Another object of the invention is to provide a safe having a container so constructed as to effectively prevent its being removed bodily from a concrete floor or wall.

With the foregoing and other objects in view, which will be made manifest in the following detailed description and specifically pointed out in the appended claims, reference is had to the accompanying drawings for an illustrative embodiment of the invention, wherein:

Fig. 1 is a top plan view of a section of floor, illustrating the improved safe embedded therein.

Fig. 2 is a vertical section of the improved safe illustrated as having been embedded in a concrete floor.

Fig. 3 is a perspective view, partly in section, showing the container forming a part of the safe.

Fig. 4 is a horizontal section taken upon the line 4—4 upon Figure 2.

Fig. 5 is a view in side elevation of one of the doors.

Fig. 6 is a sectional view of a portion of one of the doors illustrating the details of a safety locking device.

Referring to the accompanying drawings, wherein similar reference characters designate similar parts throughout, the improved safe consists of a container 10, which is frusto-conical in form with the large end of the container providing its entrance and adapted to be positioned flush with the surface of the floor F. The small end of the container forms the back or bottom 11 which is integral and which provides an outwardly extending annular flange 12. As shown upon the drawings, the exterior surface of the safe is straight, that is its walls diverge upwardly along straight lines. Such an arrangement does not afford any purchase for prying the safe bodily out of the floor, even in the event that the concrete of the floor F should be chipped away around the top of the safe. The flange 12 also effectively prevents re-

removal of the safe container 10 bodily from the floor and, if desired, reinforcing rods may be embedded in the concrete over the flange assisting in causing the flange to anchor the safe in place. The frusto-conical shape of the container is such that in the event that the safe is pounded with the intent of causing the bottom 11 to pulverize the concrete beneath it, the downwardly convergent walls assist in preventing loosening of the safe in that they can transmit some of the compression stresses to the concrete. In other words the walls of the container can withstand stresses over and above those which could be withstood by the adhesive bond between the concrete and the container alone.

The entrance 15 is adapted to be closed by a pair of circular doors 16 and 16' which are substantial duplicates. The lower or inner door 16' is slightly smaller in width than the upper door but in other essential features the two doors are substantially the same. The container 10 is provided near the entrance with inwardly extending flanges 18 and 19 which flanges form seating surfaces for the doors 16 and 16'. The lower flange 19 is also provided with a beveled surface 21 and the top of the container is beveled at 20. The seating surfaces are indicated at 22 and 23. The door 16 has a complementary beveled surface 25 adapted to seat on beveled surface 20 and a surface 26 which seats on surface 23.

A lock 28 extends through each door, the body of the lock being fastened in place on the door by a plate 35 which is secured to the door by screws 36. This lock serves to operate a bolt 27 which is adapted to be projected outwardly beneath its respective flange. Diametrically opposite the bolt a lug 29 is provided which is also positioned beneath the flange. When the lug 29 is beneath the flange and the bolt 27 is projected locking the door in place, by virtue of the circular form each of the doors can be rotated readily while in closed position so that if an attempt is made to chisel through the door it will rotate, hindering the chiseling. Reinforcing ribs, illustrated at 40, serve to reinforce the bodies of the doors.

Each door is provided with a safety locking device, the details of which are illustrated in Figures 4 and 6. This locking device comprises a hollow tubular safety latch 30 adapted to receive a coil spring 31. This coil spring is normally compressed and urges the tubular member outwardly into a position beneath the flange. A groove 32 is formed on the exterior surface of the latch and a pin 33, which is secured to the plate 35, extends into the groove and keeps the safety latch in normally retracted position.

In the event that an attempt is made to punch the lock through the door, plate 35 will be sprung or flexed. This flexing or springing of the plate draws the pin out of the

groove, releasing the safety latch and allowing it to be projected by the spring beneath the flange, thus permanently locking the door in place. While the drawings illustrates the door as being provided with only two of these safety latches, any number can be employed as desired.

As clearly shown upon the drawings, the lock or locks in each door are located otherwise than at the center; or if one lock is located at the center of its door, the other lock is located elsewhere. By virtue of the fact that both doors are rotatable while in closed position, it is impossible for a thief to so position the doors as to align the locks and attempt to punch both locks through simultaneously. This is because of the concealed nature of the position of the inner door from the exterior of the safe.

The doors are preferably located very close together, as illustrated in Figure 2, so that the lock in the upper door cannot be punched through and also so that in the event that the upper door were melted by an acetylene torch or electric arc the molten metal would puddle immediately beneath it on the surface of the inner door and would not flow away.

The inner door is provided with a coin slot 50 which does not extend through the outer door. By giving a service station attendant the key or keys to the outer door only, or the combination of the lock in the outer door only in the event that a combination lock is employed, such attendant only has power to open the outer door. On removal of the outer door he can deposit excess cash or valuables in the safe by dropping them through the coin slot 50. The manager of the store or the collection agent being the only person to have power to open the inner door, both parties are required to be present to open the safe. The attendant by being present can verify as to the amount removed from the safe by the manager or collection agent which will advantageously serve for his own protection. In the event that the attendant should be forced to open the outer door or should be held up while the outer door was removed, the inner door forms an effective barrier against unauthorized persons removing valuables from the safe.

The outer door in the safe also forms an effective closure for the coin slot in the inner door so that whenever the outer door is in place it is impossible to withdraw articles from the safe through the coin slot by means of "fishing wires" or similar instruments. Also as the coin slot is closed by the outer door it is impossible to pour explosives into the safe through the coin slot to blow out the door. These advantages are highly desirable and are of great utility as compared with safes having coin slots which are always open or available from the exterior of the safe.



The form of the container is such that the diameters of the doors are greater than the diameter of the small end of the safe so that if the doors should be pounded through, breaking off or bending the flanges, they  
5 will wedge against the sides of the container before reaching the bottom and effectively prevent removal of articles from the safe.

From the above described construction it will be apparent that I have provided a safe  
10 which cannot be opened by ordinary tools. Furthermore the safe cannot be easily removed bodily and carried away. The improved safe is of relatively simple construction and can be easily and quickly embedded  
15 in a wall or floor.

Various changes may be made in the details of construction without departing from the spirit or scope of the invention as defined by the appended claims.

I claim:

1. A safe comprising a container, two doors for the entrance to the container, each door being rotatable while in closed position, a  
25 lock in each door for locking the door against removal, the locks being located otherwise than at the centers of their respective doors to prevent the locks being aligned and punched through.

2. A safe comprising a container, two doors for the entrance to the container, each door being rotatable while in closed position, a lock in each door for locking the door against removal, the locks being located otherwise than  
35 at the centers of their respective doors to prevent the locks being aligned and punched through, there being a coin slot formed through the inner door but which does not extend through the outer door, said coin slot  
40 being likewise located otherwise than at the center of the inner door.

3. A safe comprising a container, two doors for the container arranged one behind the other, the inner door being rotatable while  
45 in closed position, and a lock for each door whereby by virtue of the concealed nature of the position of the inner door from the exterior of the outer door the locks cannot be aligned and simultaneously punched through.

4. A safe comprising a container, two doors for the container arranged one behind the other, said doors being rotatable while in closed position, locks for the doors, said  
50 locks being otherwise than in alignment so that they cannot be simultaneously punched through.

In testimony whereof I have signed my name to this specification.

SAMUEL L. BELKNAP.



At a stated term, to wit: The February Term, A. D. 1936, of the District Court of the United States of America, within and for the Central Division of the Southern District of California, held at the Court Room thereof, in the City of Los Angeles on Tuesday the 10th day of March in the year of our Lord one thousand nine hundred and thirty-six.

Present:

The Honorable Wm P. James, District Judge.

DIEBOLD SAFE & LOCK COM- )  
 PANY, a corporation, )  
 ) Plaintiff, )  
 ) vs. ) No. Eq-478  
 )  
 IN-A-FLOOR SAFE CO., LTD., a )  
 corporation, )  
 ) Defendant. )

A motion on the part of the defendant for leave to file an amended answer and counterclaim and by such counterclaim to bring in Samuel L. Belknap as owner of the patent right sought to be made the subject of said counterclaim because of alleged infringement of said patent right by the plaintiff, having been heretofore presented to the court and submitted for ruling; and the court now having considered said motion, orders that the same be granted as to permit the defendant to file its amended answer raising proper issues as against the plaintiff's alleged cause of action, except that the application for leave to assert a counterclaim and to bring in the said Belknap is denied. An exception is noted in favor of the respective parties to the making of this order.

[TITLE OF COURT AND CAUSE.]

ORDER GRANTING DEFENDANT'S MOTION TO  
AMEND ANSWER AND DENYING MOTION  
TO ASSERT A COUNTERCLAIM AND TO  
BRING IN SAMUEL L. BELKNAP AS CO-  
DEFENDANT

— — — — —

THIS CAUSE HAVING COME ON TO be heard upon defendant's motion for leave to file an amended answer and to assert a counterclaim and by such counterclaim to bring in Samuel L. Belknap as co-defendant, and

The same having been argued in open court and submitted upon briefs of the parties, and

The Court now having considered said motion,

IT IS HEREBY ORDERED:

(1) That the defendant be permitted to file its amended answer raising proper issues as against the plaintiff's alleged cause of action.

(2) That the application for leave to assert a counterclaim and to bring in the said Samuel L. Belknap be denied.

An exception is noted in favor of the respective parties.

Dated this 9 day of April, 1936.

Wm. P. James

UNITED STATES DISTRICT JUDGE.



Approved as to form as provided in Rule 44.

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Attorneys for Plaintiff.

Fred H. Miller

Attorneys for Defendant.

[Endorsed]: Received copy of the within order this 9 day of April, 1936. Lyon & Lyon, *Attorney* for plaintiff. Filed Apr. 9, 1936 R. S. Zimmerman, Clerk By Robert P. Simpson, Deputy Clerk.

[TITLE OF COURT AND CAUSE.]

PETITION FOR APPEAL

To the Honorable Judge of the United States District Court, in and for the Central Division of the Southern District of California:

The above named defendant, IN-A-FLOOR SAFE CO., LTD., a corporation, feeling aggrieved by the Minute Order entered in the above entitled cause on March 10, 1936, and the formal order entered in the above entitled cause on April 9, 1936, DOES HEREBY APPEAL from said order to the United States Circuit Court of Appeals for the Ninth Circuit for the reasons set forth in the assignments of error filed herewith and it prays that its appeal be allowed and that citation be issued as provided by law and that a transcript of the record, proceedings, and documents upon which said order was based, duly authenticated, be sent to the United States Court of Appeals for the Ninth Circuit under the rules of such Court in such case made and provided.

AND YOUR PETITIONER FURTHER PRAYS that the proper order relating to the required security to be required of it be made.

All of which is respectfully submitted.

IN-A-FLOOR SAFE CO., LTD.

By Fred H. Miller

[TITLE OF COURT AND CAUSE.]

ORDER ALLOWING APPEAL

Considering the petition for appeal in the above entitled cause this day presented,

IT IS ORDERED:

That an appeal be allowed to IN-A-FLOOR SAFE CO., LTD., the petitioner therein, and defendant in this suit, from the order rendered against the defendant in the above entitled and numbered cause, and that said appeal shall be returnable to the United States Circuit Court of Appeals for the Ninth Circuit and that a certified transcript of the record, stipulations, and all proceedings be forthwith transmitted to and filed in the United States Circuit Court of Appeals for the Ninth Circuit, according to law, as prayed for.

Dated: Los Angeles, California, April 9, 1936.

Wm. P. James

United States District Judge.

[Endorsed]: Received copy of the within Order this 9 day of April, 1936. Lyon & Lyon *Attorney* for plaintiff. Filed Apr. 9-1936 R. S. Zimmerman, Clerk By Robert P. Simpson, Deputy Clerk.

IN THE UNITED STATES CIRCUIT COURT OF  
APPEALS FOR THE NINTH CIRCUIT

\* \* \* \* \*

DIEBOLD SAFE & LOCK COM-	)	
PANY, a corporation,	)	
	)	
	)	Plaintiff,
	)	
	)	IN EQUITY
vs.	)	NO. 478-C
	)	
IN-A-FLOOR SAFE CO., LTD., a	)	
corporation,	)	
	)	
	)	Defendant.

ASSIGNMENTS OF ERROR

NOW COMES the above named defendant, IN-A-FLOOR SAFE CO., LTD., a corporation, and files the following assignments of error upon which it will rely upon the prosecution of appeal in the above entitled cause from the minute order entered and recorded on the 10th day of March, 1936, and the formal order entered and recorded on the 9th day of April, 1936, denying the application for leave to assert a counterclaim and to bring in SAMUEL L. BELKNAP as a defendant.

The United States District Court for the Central Division of the Southern District of California erred:

(1) In denying the application for leave to assert a counterclaim.

(2) In denying the application for leave to bring in Samuel L. Belknap as co-defendant.

(3) In failing to order that the defendant be granted leave to assert a counterclaim and that Samuel L. Belknap be brought in as co-defendant.

WHEREFORE, APPELLANT PRAYS:

That said order be reversed and that said District Court of the Central Division for the Southern District of California be ordered to enter an order vacating its order denying the application for leave to assert a counterclaim and to bring in Samuel L. Belknap, and that it enter an order granting the application for leave to assert a counterclaim and to bring in Samuel L. Belknap.

IN-A-FLOOR SAFE CO., LTD.,

By Fred H. Miller

[Endorsed]: Received copy of the within Assignments of Error this 9 day of April 1936. Lyon & Lyon Attorneys for plaintiff. Filed Apr. 9 1936. R. S. Zimmerman, Clerk By Robert P. Simpson, Deputy Clerk.

[TITLE OF COURT AND CAUSE.]

### BOND ON APPEAL

KNOW ALL MEN by these presents that we, IN-A-FLOOR SAFE CO., LTD., as principal, and Eunice Larsen and E. H. Baller, as sureties, of the County of Los Angeles, State of California, are held and firmly bound unto DIEBOLD SAFE & LOCK COMPANY, in the sum of two hundred fifty dollars (\$250.00) lawful money of the United States to be paid to it, its successors or assigns, to which payment well and truly be made we bind ourselves and each of us, jointly and severally, and each of our heirs, executors, and administrators by these presents. Sealed with our seals this 11th day of May, 1936.

WHEREAS, the above named IN-A-FLOOR SAFE CO., LTD., is about to prosecute an appeal to the United States Circuit Court of Appeals for the Ninth Circuit to reverse the Order Granting Defendant's Motion to Amend Answer and Denying Motion to Assert a Counter claim and to Bring in Samuel L. Belknap as co-defendant rendered in the above entitled suit in the District Court of the United States for the Southern District of California, in equity, on the 9th day of April, 1935,

NOW, THEREFORE, the condition of this obligation is such that if the above named IN-A-FLOOR SAFE CO., LTD., shall prosecute its said appeal to effect or if it fails to make good its appeal shall answer all costs adjudged against it by reason thereof this obligation shall



be void, otherwise the same shall be and remain in full force and virtue.

IN-A-FLOOR SAFE CO., LTD.

[Seal]

By S. L. Belknap

President.

S. W. Belknap

Secretary.

Eunice Larsen

Surety

E. H. Baller

Surety.

STATE OF CALIFORNIA,       )  
COUNTY OF LOS ANGELES ) SS:

### AFFIDAVIT

On the 11th day of May, 1936, personally appeared before me Eunice Larsen and E. H. Baller, respectively known to me to be the persons referred to in and who duly executed the foregoing instrument as parties thereto and respectively acknowledged that each for himself they executed the same as free act and deed for the purposes therein set forth.

And the said Eunice Larsen and E. H. Baller, being respectively by me duly sworn, says each for himself and not one for the other that he is a resident and householder of the said County of Los Angeles and that he is

worth the sum of two hundred fifty dollars (\$250.00) over and above his just debts and legal liability and properties exempt from execution.

Eunice Larsen

E. H. Baller

Subscribed and sworn to before me this 11th day of May, 1936,

[Seal]

A. I. Smith

Notary Public in and for the County of Los Angeles,  
State of California.

Examined and recommended for approval as required in Rule 28.

Fred H. Miller

The within bond is approved both as to its sufficiency and form this 12 day of May, 1936, to operate as a cost bond on appeal.

Wm. P. James

U. S. District Judge.

[Endorsed]: Filed May 12 1936 R. S. Zimmerman,  
Clerk By Edmund L. Smith, Deputy Clerk.

[TITLE OF COURT AND CAUSE.]

STIPULATION RE TRANSCRIPT OF RECORD  
ON APPEAL

The above named defendant, having taken an appeal in this cause to the United States Circuit Court of Appeals for the Ninth Circuit from the order granting defendant's motion to amend answer and denying motion to assert a counterclaim and to bring in Samuel L. Belknap as co-defendant, entered herein on the 9th day of April, 1936, and it being the intention of the parties to agree on the contents of the record on said appeal,

IT IS HEREBY STIPULATED at the request of the defendant-appellant, subject to the approval of the District Court, that the Clerk of the District Court shall, upon the approval of this stipulation, prepare a transcript of record for use on appeal, the same to constitute the record on appeal, which shall include true and correct copies of the following:

1. Bill of complaint filed December 18, 1934.
2. Defendant's answer filed.
3. Motion to amend answer (excluding attached points and authorities).
4. Amended answer and counterclaim (proposed).
5. Minute order entered March 10, 1936.
6. Order granting defendant's motion to amend answer and denying motion to assert a counterclaim and to bring in Samuel L. Belknap as co-defendant, entered April 9, 1936.
7. Petition for appeal.
8. Order allowing appeal.
9. Assignments of error.

10. Citation on appeal.
11. Bond on appeal.
12. This stipulation.
13. Clerk's certificate under seal, certifying the cost of certifying the record and when the record is printed agreeable to rules of court a statement of the cost thereof and by whom paid.

IT IS FURTHER STIPULATED that the transcript of record may include an uncertified copy of United States Letters Patent No. 1,965,296, granted upon the application of William C. Miller, on which the plaintiff's cause of action is based; and an uncertified copy of United States Letters Patent No. 1,887,866 issued to Samuel L. Belknap, on which defendant's proposed counterclaim is based.

IT IS FURTHER STIPULATED that in printing said transcript after the title of the court and the cause preceding the bill of complaint therein that said title on subsequent papers need not be printed but that in lieu thereof the words "Title of Court and Cause" be substituted.

Dated this 8th day of May, 1936.

Lyon & Lyon

Attorneys for Plaintiff.

Fred H. Miller

Attorney for Defendant.

APPROVED AND SO ORDERED this 12 day of May, 1936.

Wm P. James

U. S. District Judge.

[Endorsed]: Filed May 12, 1936 R. S. Zimmerman,  
Clerk By Edmund L. Smith Deputy Clerk.

[TITLE OF COURT AND CAUSE.]

### CLERK'S CERTIFICATE.

I, R. S. Zimmerman, clerk of the United States District Court for the Southern District of California, do hereby certify the foregoing volume containing 42 pages, numbered from 1 to 42 inclusive, to be the Transcript of Record on Appeal in the above entitled cause, as printed by the appellant, and presented to me for comparison and certification, and that the same has been compared and corrected by me and contains a full, true and correct copy of the citation; complaint; answer; motion to amend answer; amended answer and counterclaim; orders granting leave to file amended answer and denying leave to assert a counterclaim and bring in Samuel L. Belknap; petition for appeal and order allowing appeal; assignments of error; bond on appeal; stipulation re transcript of record on appeal, and praecipe.

I DO FURTHER CERTIFY that the amount paid for printing the foregoing record on appeal is \$                      and that said amount has been paid the printer by the appellant herein and a receipted bill is herewith enclosed, also that the fees of the Clerk for comparing, correcting and certifying the foregoing Record on Appeal amount to..... and that said amount has been paid me by the appellant herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the District Court of the United States of America, in and for the Southern District of California, Central Division, this..... day of May, in the year of Our Lord One Thousand Nine Hundred and Thirty-six and of our Independence the One Hundred and Sixtieth.

R. S. ZIMMERMAN,  
Clerk of the District Court of the  
United States of America, in  
and for the Southern District  
of California.

By

Deputy.